

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.
20006-2973
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 18516-B
DEC 8 - 1995 8 55 AM
INTERSTATE COMMERCE COMMISSION

December 4, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are seven (7) copies of a Assignment, Assumption and Release Agreement, dated as of December 1, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to Assignment and Security Agreement duly filed with the Commission under Recordation Number 18516.

The names and addresses of the parties to the enclosed document are:

Assignor: BA Leasing & Capital Corporation
Four Embarcadero Center, Suite 1200
San Francisco, California 94111

Assignee: First Security Bank of Utah
79 South Main Street
Salt Lake City, Utah 84111

Borrower: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

A description of the railroad equipment covered by the enclosed document is set forth on Schedule I attached to the Agreement.

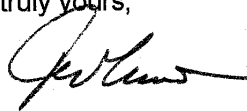
RECEIVED
OFFICE OF THE
SECRETARY
DEC 8 8 50 AM '95
LICENSING BRANCH

Mr. Vernon A. Williams
December 4, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return six stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

12/8/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 12/8/95 at 8:55AM , and
assigned recordation number(s). 18516-B

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)
(0100883003)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDATION NO. 18516-B
FILED 1406

DEC 8 - 1995 - 8 55 AM

UNITED STATES COMMERCE COMMISSION

ASSIGNMENT, ASSUMPTION AND RELEASE
AGREEMENT dated as of December 1, 1995, among
ACF INDUSTRIES, INCORPORATED, a New Jersey
corporation (the "Borrower"), BA LEASING &
CAPITAL CORPORATION, a California corporation
(the "Assignor"), and FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, a national banking
association (the "Assignee").

A. The Assignor and the Borrower have entered into a Term Loan Agreement dated as of December 17, 1993 (the "Original Loan Agreement") and an Assignment and Security Agreement (Chattel Mortgage) dated as of December 17, 1993 (the "Original Security Agreement"), pursuant to which the Assignor has advanced to the Borrower a Loan (as defined in the Original Loan Agreement) (the "Original Loan") secured by the Collateral (as defined in the Original Security Agreement).

B. The parties hereto have entered into an Amended and Restated Term Loan Agreement dated as of December 17, 1993, as amended and restated as of December 1, 1995 (the "Restated Loan Agreement"), which, upon the effectiveness thereof as provided therein, contemplates that (i) the Original Loan Agreement will be amended and restated in the form of, and replaced by, the Restated Loan Agreement, (ii) the outstanding principal amount of the Original Loan will continue to constitute indebtedness of the Borrower under the Restated Loan Agreement on the terms provided therein and the Assignor will extend additional credit to the Borrower as provided therein, (iii) the Assignor will release from the lien of the Original Security Agreement a portion of the Collateral and assign to the Assignee the remaining rights of the Assignor under the Original Security Agreement and (iv) the Assignee and the Borrower will enter into an agreement amending and restating the Original Security Agreement in order to provide security for the obligations of the Borrower under the Restated Loan Agreement.

C. The parties hereto desire to enter into this Agreement for the purposes described in clause (iii) of the preceding paragraph.

[79967.3-11/28/95]

Accordingly, the parties hereto hereby agree as follows:

I. RELEASE OF COLLATERAL

SECTION 1.01. Release. Assignor hereby releases from the liens and security interests granted under the Original Security Agreement the portion of the Collateral described on Schedule I hereto.

II. ASSIGNMENT

SECTION 2.01. Assignment. Assignor hereby assigns and transfers to Assignee, without recourse, representation or warranty, all right, title and interest of Assignor in, to and under the Original Security Agreement, including, without limitation, all liens and security interests granted to Assignor thereunder and all documents and instruments filed or recorded to evidence or perfect such liens and security instruments. Assignee accepts such assignment.

SECTION 2.02. Amendment and Restatement. It is expressly understood and agreed that (a) concurrently with the effectiveness of the assignment provided for under Section 2.01 above, the Original Security Agreement is being amended and restated in the form specified pursuant to the Restated Loan Agreement (such amended and restated agreement being referred to herein as the "Restated Security Agreement") and (b) the foregoing assignment is being made by Assignor and accepted by Assignee for the purpose of vesting in Assignee the rights, liens and security interests provided for therein.

SECTION 2.03. Consent and Release. The Borrower hereby consents and agrees to the assignment effected by Section 2.01 and releases the Assignor from all obligations under the Original Security Agreement. The Borrower acknowledges that the Assignee is not assuming the obligations of the Assignor under the Original Loan Agreement or the Restated Loan Agreement and agrees that, upon the effectiveness of the amendment and restatement provided for in Section 2.02, the Assignee's obligations shall be limited to those set forth with respect to Assignee in the Restated Loan Agreement and the Restated Security Agreement.

III. MISCELLANEOUS

SECTION 3.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (including, in the case of Assignee, all banks or other persons which shall hereafter become Trustee under and as defined in the Restated Security Agreement).

SECTION 3.02. Applicable Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 3.03. Amendment. This Agreement may be waived, modified or amended only by a written agreement executed by each of the parties hereto.

SECTION 3.04. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which shall together constitute a single agreement.

SECTION 3.05. No Novation. Neither this Agreement nor the execution, delivery or effectiveness of the Restated Security Agreement shall extinguish the obligations for the payment of money outstanding under the Original Loan Agreement or discharge or release (except as expressly provided in Section 1.01 hereof) any lien or security interest or affect the priority of any such lien or security interest granted under the Original Security Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Original Loan Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED,

by


Name:

Title:

BA LEASING & CAPITAL
CORPORATION,

by

Name:

Title:

FIRST SECURITY OF UTAH,
NATIONAL ASSOCIATION, as
Trustee,

by

Name:

Title:

[Signature Page of BA Leasing Assignment Agreement]

[79967.3-11/28/95]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED,

by

Name:
Title:

BA LEASING & CAPITAL
CORPORATION

by

Name:
Title:

FIRST SECURITY OF UTAH,
NATIONAL ASSOCIATION, as
Trustee,

by

Name:
Title:

[79967.3-11/28/95]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED,

by

Name:
Title:

BA LEASING & CAPITAL
CORPORATION,

by

Name:
Title:

FIRST SECURITY OF UTAH,
NATIONAL ASSOCIATION, as
Trustee,

by



Name: NANCY M. DAHL
Title: ASSISTANT VICE PRESIDENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this ^{30th} ~~1st~~ day of ^{November} ~~December~~, 1995, before me personally appeared Robert J. Mitchell, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of ACF INDUSTRIES, INCORPORATED that the foregoing instrument was signed on behalf of said corporation on the date hereof, and he acknowledged that the execution of the said instrument was his free act and deed.


NOTARY PUBLIC

My commission expires:

ALICE BLUMBERG
Notary Public, State of New York
No. 01BL5026266
Qualified in New York County
Commission Expires April 18, 1996

STATE OF CALIFORNIA

SS. :

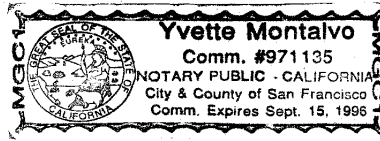
CITY AND COUNTY OF SAN FRANCISCO)

On this day of November, 1995, before me personally appeared Sara Fitch, to me personally known, who, by me being duly sworn, says that she is a Vice President of BA Leasing & Capital Corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

My commission expires

9-15-96

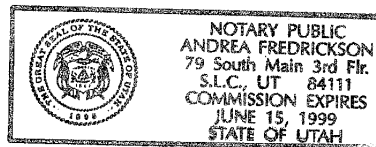


STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 1st day of December, 1995, before me personally appeared Nancy M. Dahl, to me personally known, who, by me being duly sworn, says that she is Assistant Vice President of First Security Bank of Utah, National Association, that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Andrea Fredrickson
Notary Public

My Commission Expires:



SCHEDULE I TO THE
ASSIGNMENT ASSUMPTION
AND RELEASE AGREEMENT

Identifying Number	AAR Designator
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